

6845-J
RECORDATION NO.

DEC 12 1973 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of October 15, 1973, among BETHLEHEM STEEL CORPORATION (hereinafter called the Manufacturer), BANKERS TRUST COMPANY, acting as trustee under a Trust Agreement dated as of December 1, 1972 (hereinafter called the Company), and TRAILER TRAIN COMPANY (hereinafter called the Lessee).

WHEREAS the Manufacturer, the Company and the Lessee have entered into a Manufacturing Agreement dated as of December 1, 1972, and an Amendment Agreement dated as of June 1, 1973 (said Manufacturing Agreement, as amended by said Amendment Agreement, being hereinafter called the Manufacturing Agreement), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on January 3, 1973 (recordation number 6845-B) and on June 27, 1973 (recordation number 6845-G), respectively; and

WHEREAS the Company and the Lessee have entered into a Lease of Equipment dated as of December 1, 1972 (hereinafter called the Lease), whereby the Company is leasing to the Lessee certain units of railroad equipment constructed by the Manufacturer pursuant to the Manufacturing Agreement; and

WHEREAS Article 3 of the Manufacturing Agreement provides that, if the parties thereto shall so agree, units of such railroad equipment may be excluded from the Manufacturing Agreement; and

WHEREAS the Company and the Lessee have entered into an Amendment Agreement dated as of June 1, 1973, whereby four 89'4" 70-ton capacity standard hydraulic auto rack flat cars numbered 964398 to 964401, inclusive (hereinafter called the Deleted Equipment) have been deleted from the units of railroad equipment covered by the Lease, the Company has conveyed its interest in the Deleted Equipment to the Lessee, and the Lessee has assumed the obligations of the Company in respect of the Deleted Equipment under the Manufacturing Agreement; and

WHEREAS the Lessee has paid to the Manufacturer the Purchase Price (as defined in the Manufacturing Agreement) of the Deleted Equipment; and

WHEREAS the parties hereto desire to amend the Manufacturing Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Deleted Equipment is hereby excluded from the Manufacturing Agreement.

2. Notwithstanding the foregoing, the Manufacturer's Warranty of Materials and Workmanship set forth in Item 4 of Annex A to the Manufacturing Agreement shall apply to the Deleted Equipment.

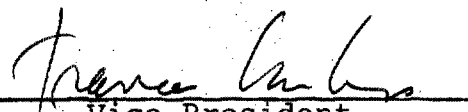
3. Except as amended hereby, the Manufacturing Agreement shall remain unaltered and in full force and effect.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

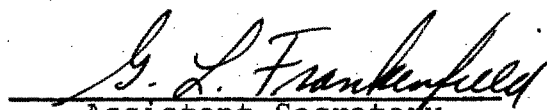
BETHLEHEM STEEL CORPORATION,

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

BANKERS TRUST COMPANY, as trustee,

by

William J. Illias
Vice President,

[Corporate Seal]

Attest:

W. J. Illias
Assistant Secretary

TRAILER TRAIN COMPANY,

by

W. J. Illias
Vice President-Finance

[Corporate Seal]

Attest:

R. E. Zimmerman
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF LEHIGH,) ss.:

On this *26th* day of *November* 1973, before me personally appeared FRANCIS VAN NUYS, to me personally known, who, being by me duly sworn, says that he is a Vice-President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My Commission expires:

My Commission Expires
City of Bethlehem
Lehigh County
March 24, 1975

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 31st day of October 1973, before me personally appeared ROMINO I. PELUSO, to me personally known, who, being by me duly sworn, says that he is an ^{ASSISTANT} Vice-President of BANKERS TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Harriet A. Drandoff
Notary Public

[NOTARIAL SEAL]

My Commission expires:

HARRIET A. DRANDOFF
Notary Public, State of New York
No. 24-9820916
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *6th* day of *Dec* 1973, before me personally appeared N. V. Reichert, to me personally known, who, being by me duly sworn, says that he is the Vice-President-Finance of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Wendy L. Janisch

Notary Public

[NOTARIAL SEAL]

My Commission expires: *2-17-75*